

COUNTY OF LOS ANGELES

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Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

<http://dmh.co.la.ca.us>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax No.: (213) 386-1297

October 7, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO AMEND EXISTING DEPARTMENT OF MENTAL HEALTH
LEGAL ENTITY AGREEMENTS WITH EARLY AND PERIODIC SCREENING,
DIAGNOSIS AND TREATMENT FUNDING
AND
APPROVAL OF REQUEST FOR APPROPRIATION ADJUSTMENT
FOR FISCAL YEAR 2004-2005
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute amendments, effective on the date of Board adoption and continuing through the term of each Agreement, to 45 existing Legal Entity (LE) Agreements, listed in Attachment I and substantially similar in format to Attachment V, in order to restore Early and Periodic Screening, Diagnosis and Treatment (EPSDT) funds to contractors' approved Fiscal Year (FY) 2003-2004 levels. The annualized amount of these amendments is \$16,884,200, funded by \$7,629,900 of EPSDT-State General Funds (SGF), \$8,442,500 of EPSDT-Federal Financial Participation (FFP) Medi-Cal, and \$811,800 of EPSDT County General Funds (CGF) Growth Match. The EPSDT CGF Growth Match is fully funded with ongoing Vehicle License Fee (VLF) realignment revenue, which is included in the Department of Mental Health's (DMH) FY 2004-2005 Adopted Budget.
2. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute amendments, effective on the date of Board adoption and continuing through the term of each Agreement, to 20 existing LE Agreements,

listed in Attachment II and substantially similar in format to Attachment V. In FYs 2003-2004 and 2004-2005, most of these LE Agreements were initially pro-rated and funded with existing appropriation redirected from other EPSDT service providers who were not expected to fully utilize their allocations. The increase in funding for these agreements in FY 2004-2005 is \$6,733,500, and will be funded by \$2,997,900 of EPSDT-SGF, \$3,331,800 of EPSDT-FFP Medi-Cal, and \$403,800 of EPSDT CGF Growth Match. The EPSDT CGF Growth Match is fully funded with ongoing VLF realignment revenue, which is included in DMH's FY 2004-2005 Adopted Budget.

3. Approve the Request for Appropriation Adjustment (Attachment IV) in the amount of \$15,548,000 for FY 2004-2005. The appropriation increase, funded by \$4,177,000 of EPSDT-SGF and \$11,371,000 of EPSDT-FFP Medi-Cal revenue, will provide DMH with additional spending authority to: 1) restore contractors' redirected EPSDT allocations to beginning FY 2003-2004 levels, and 2) amend EPSDT allocations for 20 existing contractors, most of whom were initially given pro-rated allocations.
4. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to these LE Agreements and establish as a new Maximum Contract Amount (MCA) the aggregate of each original Agreement and all amendments through and including these amendments, provided that: 1) the County's total payments to a contractor under each Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer or their designees is obtained prior to any such Amendment; 5) County and Contractor may by written Amendment reduce programs or services and revise the applicable MCA; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of these recommended actions is to restore contractors' EPSDT funding to the previously existing level it was in the beginning of FY 2003-2004. At the end of FY 2003-2004, EPSDT funds were reduced and these lower levels continued at the beginning of the present FY 2004-2005. As DMH has finalized its budget capabilities for the present year, it is able to restore these funds to their previous levels, upon your

Board's approval, effective on the date of such approval and continuing through the term of each Agreement.

Board approval is requested to amend 45 existing LE Agreements (Attachment I) in order to restore FY 2004-2005 EPSDT allocations to beginning FY 2003-2004 levels. DMH established EPSDT allocations for FY 2004-2005 based upon existing contractors' projected underutilization of funds and had planned to permanently redirect unused allocation from these contracts to fund the most recent EPSDT expansion. However, DMH underestimated the amount of appropriation necessary for this purpose and now recognizes that, if contractors' allocations are not restored to FY 2003-2004 levels, the existing service needs would not be adequately met.

Board approval is also requested to amend 20 existing LE Agreements (Attachment II), most of which were initially pro-rated and funded with existing appropriation redirected from other EPSDT service providers. As indicated above, DMH has exhausted its existing resources with its current contractors, and further redirection of funds would affect the quantity and quality of service delivery to this population. Therefore, approval of these amendments and the Request for Appropriation Adjustment will ensure the maintenance of the existing continuum of care.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County's Programmatic Goal No. 5, "Children and Families' Well-Being," within the Countywide Strategic Plan. Board approval shall strengthen the mental health services delivery system and improve accessibility across County departments.

FISCAL IMPACT/FINANCING

There is no increase in net County cost. The total funding for these actions is \$23,617,700 (Attachment III). This amount is offset by existing appropriation in the amount of \$8,069,700, which is included in DMH's FY 2004-2005 Adopted Budget. The appropriation increase (Attachment IV) in the amount of \$15,548,000 will provide funding for the restoration of contractors' redirected EPSDT allocations to beginning FY 2003-2004 levels and amendments to the EPSDT allocations for 20 existing contractors, most of whom were initially given pro-rated allocations. The appropriation adjustment is fully funded by \$4,177,000 of EPSDT-SGF and \$11,371,000 of EPSDT-FFP Medi-Cal revenue. Funding for FY 2005-2006 will be requested during DMH's annual budget process.

Of the 20 contractors listed in Attachment II, Pasadena Unified School District currently provides the local growth match for EPSDT. Beginning in the fourth month of FY 2004-2005, the County will fund the local growth match in the amount of \$48,800 for this contractor.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since the implementation of the Federal Medicaid EPSDT program in FY 1994-1995, DMH has been required to significantly increase the availability of mental health services to Medi-Cal-eligible beneficiaries under the age of 21. DMH has worked closely with many of its existing contractors and the Association of Community Human Service Agencies (ACHSA) to develop an array of EPSDT funded programs, including community-based outpatient services, intensive in-home services, outpatient and residential day treatment services, and Therapeutic Behavioral Services.

DMH contractors have been very responsive to requests for additional services and have significantly expanded their programs in recent years. By restoring the current contractors to their beginning FY 2003-2004 funding levels and amending the EPSDT allocations to the recently approved contractors, DMH will be able to specifically address needed services to many children, youth, and their families in Los Angeles County, as well as provide for the unconditional commitment to keep children in their communities and prevent placements in more restrictive settings.

DMH has and will continue to carefully manage and control the growth of EPSDT funded mental health services in this and future years by uniformly applying its expansion guidelines to both prospective and existing mental health services providers. To support this effort, DMH has established an EPSDT workgroup, which includes key representatives from DMH, Department of Children and Family Services (DCFS), ACHSA, DMH contract agencies, and children's advocacy groups, to guide the direction of future expansion by helping to identify underserved EPSDT eligible populations, address gaps in the service delivery system, and improve children's access to services within budgeted resources. Clinical and administrative staff of DMH will also continue to administer and supervise agreements; evaluate programs to ensure that quality services are being provided to clients; and ensure that Agreement provisions and departmental policies are being followed.

County Counsel has approved the Amendment format as to form for the EPSDT program. The Chief Administrative Office and DMH's Fiscal and Program Administrations have reviewed and approved the proposed actions.

The Honorable Board of Supervisors
October 7, 2004
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CONTRACTING PROCESS

Upon Board approval, DMH will execute amendments to 65 LE Agreements, which are the subject of this Board letter, to fully fund the latest phase of EPSDT program expansion and ensure the continuation of the network of care continuum throughout Los Angeles County. The funding amounts for FY 2004-2005 are listed in Attachments I, II, and III.


IMPACT ON CURRENT SERVICES

With Board approval, DMH will be able to continue to provide an integrated and comprehensive system of care and sustain current levels of mental health services in critically needed areas throughout Los Angeles County.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:SK:MY:LW:ikb

Attachments (5)

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

ATTACHMENT I

EXISTING LEGAL ENTITY CONTRACTORS

FY 2004-2005

EPSDT RESTORATION AND REVISED EPSDT ALLOCATIONS

CONTRACTORS	A RENEWED OR SUPERSEDED CONTRACT										B EPSDT AMENDMENT ADJUSTMENT					C REVISED EPSDT ALLOCATION										
	1		2	3	4	5=1+2+3+4		6	7	8		9	10	11=8+9+10		12=1+8	13=2		14=3+9	15=4+10	16=12+13+14+15	17=1+11				
	CGF		EPSDT Baseline	EPSDT FFP	EPSDT SGF	Gross EPSDT	MCA as of 6/29/04 Bd. Adoption	Current MCA	CGF Growth Match	EPSDT FFP	EPSDT SGF	EPSDT Amend. Amt.	Growth Match	CGF		EPSDT Baseline	EPSDT FFP	EPSDT SGF	Gross EPSDT	Revised MCA with EPSDT Amendment						
	Growth Match	\$												\$	\$						\$	\$	\$	\$	\$	\$
1 1736 Family Crisis Center	\$	0	\$	0	\$	64,100	\$	64,000	\$	128,100	\$	355,100	\$	355,100	\$	23,900	\$	0	\$	0	\$	76,000	\$	152,000	\$	379,000
2 Alcott Center for Mental Health Services	0			900		800		1,900		1,245,467		1,245,467		1,245,467		100		100		12,600		12,300		25,200		1,268,767
3 Aspen Health Services Corporation	15,000		0	944,400		929,400		1,888,800		2,290,541		2,354,862		2,354,862		5,600		20,600		1,000,000		979,400		2,000,000		2,466,062
4 Associated League of Mexican Americans dba	38,000		6,900	868,700		823,700		1,737,300		3,844,463		3,930,177		3,930,177		76,900		114,900		1,637,500		1,515,500		3,274,800		5,467,577
5 Bienvenidos Children's Center, Inc.	21,700		0	950,700		929,100		1,901,500		1,905,601		1,905,601		1,905,601		44,300		66,000		1,393,300		1,327,400		2,786,700		2,790,801
6 Caring for Children and Families With AIDS	33,700		0	397,900		364,300		795,900		795,900		795,900		795,900		19,500		53,200		592,900		539,800		1,185,900		1,185,900
7 Cedars-Sinai Medical Center	0		133,900	346,200		212,300		692,400		810,178		810,178		810,178		11,900		11,900		529,400		383,600		1,058,800		1,176,578
8 Child and Family Center	8,000		66,300	1,592,700		1,518,500		3,185,500		5,622,359		5,622,359		5,622,359		8,800		16,800		1,580,600		1,597,500		3,361,300		5,798,159
9 Child and Family Guidance Center	58,600		901,800	6,414,400		5,454,000		12,828,800		16,193,627		16,207,287		16,207,287		67,700		126,300		7,091,400		6,063,200		14,182,700		17,561,187
10 Children's Hospital of Los Angeles	107,900		125,400	2,721,500		2,488,300		5,443,100		6,675,222		6,675,222		6,675,222		19,000		126,900		2,911,100		2,658,900		5,822,300		7,054,422
11 Community Family Guidance Center	4,900		286,400	1,325,900		1,034,600		2,651,800		3,410,310		3,410,310		3,410,310		11,800		16,700		1,443,700		1,140,800		2,887,400		3,645,910
Devereaux Foundation	35,100		0	473,900		438,700		947,700		987,458		987,458		987,458		87,800		122,900		1,352,000		1,229,000		2,703,900		2,743,658
12 dba Devereaux Santa Barbara	122,100		0	2,112,500		1,990,400		4,225,000		4,505,457		4,569,778		4,569,778		5,000		127,100		2,162,500		2,035,400		4,325,000		4,669,778
13 D'Veal Corporation	5,700		500	336,200		330,000		672,400		1,195,822		1,225,822		1,225,822		18,700		24,400		523,200		498,300		1,046,400		1,599,822
14 El Centro de Amistad, Inc.	0		0	200		100		300		57,961		57,961		57,961		200		200		2,500		2,300		5,000		62,661
15 Enrichment Through Employment	21,400		0	852,500		831,000		1,704,900		1,803,957		1,803,957		1,803,957		11,600		33,000		968,000		935,000		1,936,000		2,035,057
16 Etie Lee Homes, Inc.	107,300		0	1,073,200		965,900		2,146,400		2,146,400		2,146,400		2,146,400		5,200		112,500		1,125,000		1,012,900		2,250,000		2,250,000

FY 2004-2005

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division
EXISTING LEGAL ENTITY CONTRACTORS

ATTACHMENT I

FY 2004-2005

EPSDT RESTORATION AND REVISED EPSDT ALLOCATIONS

	A RENEWED OR SUPERSEDED CONTRACT										B EPSDT AMENDMENT ADJUSTMENT					C REVISED EPSDT ALLOCATION																							
	1		2		3		4		5=1+2+3+4		6		7		8		9		10		11=8+9+10		12=1+8		13=2		14=3+9		15=4+10		16=12+13+14+15		17=7+11						
	CGF		CGF		CGF		CGF		CGF		CGF		CGF		CGF		CGF		CGF		CGF		CGF		CGF		CGF		CGF		CGF		CGF						
	Growth Match	Baseline	Growth Match	Baseline	FFP	SGF	SGF	SGF	Gross EPSDT	MCA as of 6/29/04 Bd. Adoption	Current MCA	Growth Match	FFP	SGF	Amend. Amt.	EPSDT Amend. Amt.	FFP	SGF	FFP	SGF	FFP	SGF	FFP	SGF	FFP	SGF	FFP	SGF	FFP	SGF	FFP	SGF	FFP	SGF					
CONTRACTORS																																							
35 Rosemary Children's Services	\$ 22,800	\$ 0	\$ 0	\$ 0	\$ 679,800	\$ 656,900	\$ 656,900	\$ 656,900	\$ 1,359,300	\$ 1,369,300	\$ 1,369,300	\$ 15,700	\$ 156,900	\$ 141,100	\$ 313,700	\$ 38,500	\$ 0	\$ 836,500	\$ 798,000	\$ 1,673,000	\$ 1,683,000	\$ 38,500	\$ 0	\$ 836,500	\$ 798,000	\$ 1,673,000	\$ 1,683,000	\$ 38,500	\$ 0	\$ 836,500	\$ 798,000	\$ 1,673,000	\$ 1,683,000	\$ 38,500	\$ 0	\$ 836,500	\$ 798,000	\$ 1,673,000	\$ 1,683,000
36 San Gabriel Children's Center, Inc. (formerly Research & Treatment Institute/RTI)	0	0	0	0	729,800	729,700	729,700	729,700	1,459,500	1,545,848	1,545,848	0	197,700	197,800	395,500	0	0	927,500	927,500	1,855,000	1,941,348	0	0	927,500	927,500	1,855,000	1,941,348	0	0	927,500	927,500	1,855,000	1,941,348	0	0	927,500	927,500	1,855,000	1,941,348
37 South Central Health and Rehab. Prog. (SCHA)	34,400	0	0	0	431,200	396,900	396,900	396,900	862,500	5,191,476	5,205,762	19,300	182,800	173,400	385,500	53,700	0	624,000	570,300	1,248,000	5,591,262	53,700	0	624,000	570,300	1,248,000	5,591,262	53,700	0	624,000	570,300	1,248,000	5,591,262	53,700	0	624,000	570,300	1,248,000	5,591,262
38 Special Service for Groups (SSG)	36,500	55,400	0	0	2,055,200	1,963,400	1,963,400	1,963,400	4,110,500	11,785,504	11,903,361	14,900	148,900	134,000	297,800	51,400	55,400	2,204,100	2,097,400	4,408,300	12,201,161	51,400	55,400	2,204,100	2,097,400	4,408,300	12,201,161	51,400	55,400	2,204,100	2,097,400	4,408,300	12,201,161	51,400	55,400	2,204,100	2,097,400	4,408,300	12,201,161
39 Star View Adolescent Center	27,200	0	0	0	8,068,500	8,041,300	8,041,300	8,041,300	16,137,000	17,196,309	17,259,630	3,500	35,500	32,000	71,000	30,700	0	8,104,000	8,073,300	16,208,000	17,330,630	30,700	0	8,104,000	8,073,300	16,208,000	17,330,630	30,700	0	8,104,000	8,073,300	16,208,000	17,330,630	30,700	0	8,104,000	8,073,300	16,208,000	17,330,630
40 Transitional Living Centers for L.A. County, Inc.	1,500	16,900	0	0	26,300	7,800	7,800	7,800	52,500	1,663,402	1,663,402	200	2,200	1,900	4,300	1,700	16,900	28,500	9,700	56,800	1,667,702	1,500	16,900	28,500	9,700	56,800	1,667,702	1,500	16,900	28,500	9,700	56,800	1,667,702	1,500	16,900	28,500	9,700	56,800	1,667,702
41 United American Indian Involvement, Inc.	14,600	0	0	0	472,100	457,500	457,500	457,500	944,200	1,017,418	1,017,418	3,900	38,900	35,000	77,800	18,500	0	511,000	492,500	1,022,000	1,095,218	18,500	0	511,000	492,500	1,022,000	1,095,218	18,500	0	511,000	492,500	1,022,000	1,095,218	18,500	0	511,000	492,500	1,022,000	1,095,218
42 VIP Community Mental Health	85,400	0	0	0	854,400	769,000	769,000	769,000	1,708,800	1,723,622	1,723,622	52,100	520,600	468,500	1,041,200	137,500	0	1,375,000	1,237,500	2,750,000	2,764,822	137,500	0	1,375,000	1,237,500	2,750,000	2,764,822	137,500	0	1,375,000	1,237,500	2,750,000	2,764,822	137,500	0	1,375,000	1,237,500	2,750,000	2,764,822
43 Vista Del Mar Child & Family Services	129,200	29,700	0	0	3,236,000	3,077,200	3,077,200	3,077,200	6,472,100	7,788,683	7,803,683	3,300	33,300	29,900	66,500	132,500	29,700	3,269,300	3,107,100	6,538,600	7,870,183	132,500	29,700	3,269,300	3,107,100	6,538,600	7,870,183	132,500	29,700	3,269,300	3,107,100	6,538,600	7,870,183	132,500	29,700	3,269,300	3,107,100	6,538,600	7,870,183
44 Work Orientation and Rehabilitation Co., Inc. (WORC)	600	0	0	0	7,100	6,500	6,500	6,500	14,200	276,884	276,884	1,300	12,900	11,600	25,800	1,900	0	20,000	18,100	40,000	302,684	600	0	20,000	18,100	40,000	302,684	600	0	20,000	18,100	40,000	302,684	600	0	20,000	18,100	40,000	302,684
45 WRAP Family Services	10,400	0	0	0	462,600	452,200	452,200	452,200	925,200	2,036,366	2,036,366	1,300	13,400	12,100	26,800	11,700	0	476,000	464,300	952,000	2,063,166	11,700	0	476,000	464,300	952,000	2,063,166	11,700	0	476,000	464,300	952,000	2,063,166	11,700	0	476,000	464,300	952,000	2,063,166
TOTAL:	\$ 2,036,900	\$ 4,709,500	\$ 71,653,900	\$ 64,908,100	\$ 64,908,100	\$ 143,308,400	\$ 143,308,400	\$ 143,308,400	\$ 227,846,009	\$ 229,048,474	\$ 229,048,474	\$ 811,800	\$ 8,442,500	\$ 7,629,900	\$ 16,884,200	\$ 2,848,700	\$ 4,709,500	\$ 80,096,400	\$ 72,538,000	\$ 160,192,600	\$ 245,932,574	\$ 2,848,700	\$ 4,709,500	\$ 80,096,400	\$ 72,538,000	\$ 160,192,600	\$ 245,932,574	\$ 2,848,700	\$ 4,709,500	\$ 80,096,400	\$ 72,538,000	\$ 160,192,600	\$ 245,932,574	\$ 2,848,700	\$ 4,709,500	\$ 80,096,400	\$ 72,538,000	\$ 160,192,600	\$ 245,932,574

NOTE:
 *The Regents of the University of California, Los Angeles (UCLA) has a MCA of \$816,819 for the TIES for Adoption EPSDT Program only (Addendum D of the Affiliation Agreement) reflected in the Supersession Board Letter adopted on 6/29/04. However, to date, the UC Regents has not signed the original supersession contract amendment for the TIES for Adoption Program, and, thus, this amendment will not be executed until it is signed by the contractor.

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

NEW LEGAL ENTITY CONTRACTORS
FY 2004-2005
REVISED EPSDT ALLOCATIONS

CONTRACTOR	NEW CONTRACT AS OF BOARD ADOPTION DATE										EPSDT AMENDMENT ADJUSTMENT					REVISED EPSDT ALLOCATION				
	A										B					C				
	5-1-2004										8-1-2004					11-1-2004				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
CONTRACTOR	CGF		EPSDT		Gross		MCA		CGF		EPSDT		CGF		EPSDT		CGF		EPSDT	
	Growth	Match	Baseline	FFP	SGF	EPSDT	as of Board Adoption	Current MCA	Growth	Match	FFP	SGF	Growth	Match	FFP	Baseline	Growth	Match	FFP	SGF
1 California Institute of Health and Social Services, Inc.++	\$ 32,900	\$ 0	\$ 328,500	\$ 295,600	\$ 657,000	\$ 657,000	\$ 657,000	\$ 657,000	\$ 16,400	\$ 16,400	\$ 164,300	\$ 147,800	\$ 328,500	\$ 49,300	\$ 0	\$ 492,800	\$ 443,400	\$ 985,500	\$ 985,500	\$ 985,500
2 Center for Integrated Family and Health Services dba The Family Center++	24,900	0	249,000	224,100	498,000	498,000	498,000	498,000	12,500	12,500	124,500	112,000	249,000	37,400	0	373,500	336,100	747,000	747,000	747,000
3 David and Margaret Home, Inc., Ther++	25,000	0	250,000	225,000	500,000	500,000	500,000	500,000	12,500	12,500	125,000	112,500	250,000	37,500	0	375,000	337,500	750,000	750,000	750,000
4 Drew Child Development Corporation++	25,900	0	258,500	232,600	517,000	517,000	517,000	517,000	12,900	12,900	129,300	116,300	258,500	38,900	0	387,800	348,900	775,500	775,500	775,500
5 Florence Crittenton Center (LA)++	26,600	32,400	266,200	207,200	532,400	532,400	532,400	532,400	12,100	12,100	121,000	108,800	241,900	38,700	32,400	387,200	316,000	774,300	774,300	774,300
6 Institute for Multicultural Counseling & Education Svc. (IMCES)++	13,100	0	131,300	118,100	262,500	262,500	262,500	262,500	13,100	13,100	131,300	118,100	262,500	26,200	0	262,500	236,200	525,000	525,000	840,000
7 Kayne-Eras Center++	20,200	0	201,500	181,300	403,000	420,936	420,936	420,936	10,100	10,100	100,800	90,600	201,500	30,300	0	302,300	271,900	604,500	604,500	622,436
8 Kids First Foundation dba Mid Valley Youth Center (aka Helicon)++	37,500	0	375,000	337,500	750,000	750,000	750,000	750,000	37,500	37,500	375,000	337,500	750,000	75,000	0	750,000	675,000	1,500,000	1,500,000	1,500,000
9 Leroy Haynes Center++	61,300	0	613,400	552,200	1,226,900	1,226,900	1,226,900	1,226,900	30,700	30,700	306,700	276,100	613,500	92,000	0	920,100	828,300	1,840,400	1,840,400	1,840,400
10 New Horizons Family Center++	12,500	0	125,000	112,500	250,000	250,000	250,000	250,000	12,500	12,500	125,000	112,500	250,000	25,000	0	250,000	225,000	500,000	500,000	500,000
11 Pacific Lodge Youth Service++	37,500	0	375,000	337,500	750,000	750,000	750,000	750,000	37,500	37,500	375,000	337,500	750,000	75,000	0	750,000	675,000	1,500,000	1,500,000	1,500,000
12 Para Los Ninos++	23,800	0	237,500	213,700	475,000	480,100	480,100	480,100	23,800	23,800	237,500	213,700	475,000	47,500	0	475,000	427,400	955,100	955,100	955,100
13 Pasadena Unified School District (PUSD)++	0	0	888,400	781,600	1,650,000	1,650,000	1,650,000	1,650,000	48,800	48,800	(217,100)	(185,400)	(363,700)	48,800	0	651,300	596,200	1,286,300	1,286,300	1,286,300
14 Personal Involvement Center, Inc.++	30,400	0	304,000	273,600	608,000	608,000	608,000	608,000	15,200	15,200	152,000	136,800	304,000	45,600	0	456,000	410,400	912,000	912,000	912,000
15 Salvation Army Memorial Center, The (Booth Memorial Home)++	25,000	0	250,000	225,000	500,000	500,000	500,000	500,000	12,500	12,500	125,000	112,500	250,000	37,500	0	375,000	337,500	750,000	750,000	750,000
16 Serenity Infant Care Homes, Inc.++	20,800	0	207,500	186,700	415,000	415,000	415,000	415,000	10,400	10,400	103,800	93,300	207,500	31,200	0	311,300	280,000	622,500	622,500	622,500
17 St. Anne's++	25,000	0	250,000	225,000	500,000	500,000	500,000	500,000	25,000	25,000	250,000	225,000	500,000	50,000	0	500,000	450,000	1,000,000	1,000,000	1,000,000
18 Tobinworld++	25,000	0	249,500	224,500	499,000	499,000	499,000	499,000	25,000	25,000	249,500	224,500	499,000	50,000	0	499,000	449,000	998,000	998,000	998,000
19 Trinity - B Monte++	25,000	0	250,000	225,000	500,000	500,000	500,000	500,000	25,000	25,000	250,000	225,000	500,000	50,000	0	500,000	450,000	1,000,000	1,000,000	1,000,000
20 Village Family Services, Ther++	20,600	0	206,300	185,700	412,600	412,600	412,600	412,600	10,300	10,300	103,200	92,800	206,300	30,900	0	309,500	278,500	618,900	618,900	618,900
TOTAL:	\$ 513,000	\$ 32,400	\$ 5,996,600	\$ 5,364,400	\$ 11,936,400	\$ 12,244,436	\$ 12,244,436	\$ 12,244,436	\$ 403,800	\$ 403,800	\$ 3,331,800	\$ 2,997,900	\$ 6,793,500	\$ 916,800	\$ 32,400	\$ 9,329,400	\$ 8,362,300	\$ 18,639,900	\$ 18,639,900	\$ 18,977,936

NOTES:
+ Denotes 16 new EPSDT contractors as of 10/21/03.
++ Denotes new EPSDT contractors as of FY 2004-2005.
* PUSD's current contract provides the local growth match for EPSDT in the amount of \$1,736,800 in the current contract.
With this Amendment, beginning in the fourth month of FY 2004-2005, the County will fund the local growth match in the amount of \$48,800 for this contractor.
Therefore, PUSD will provide \$16,330 in local growth match, for a revised EPSDT Gross Program Budget of \$1,302,600 for FY 2004-2005.

SUMMARY OF EPSDT PROGRAM ALLOCATIONS

FISCAL YEAR 2004-2005

[illegible]

ATTACHMENT IV

BOARD OF
SUPERVISORS
OFFICIAL COPY

76R 352M (11/83)

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF MENTAL HEALTHDEPT'S.
NO. 435

19

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.


ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2004-05

4 Votes

Sources:Department of Mental Health
Federal Aid
A01-MH-20500-9025
~~\$11,781,000~~ 11,371,000
(KN)Department of Mental Health
Other State Aid
A01-MH-20500-8771
~~\$4,545,000~~ 4,177,000
(KN)**Uses:**Department of Mental Health
Services & Supplies
A01-MH-20500-2000
~~\$16,326,000~~ 15,548,000
(KN)

This adjustment is requested to increase the appropriation in Services & Supplies to provide additional spending authority for contract ~~services~~ mental health services. The appropriation adjustment is fully funded with Federal Financial Participation (FFP) Medi-Cal and Early and Periodic Screening, Diagnosis and Treatment Services (EPSDT) State General Funds (SGF). There is no impact on net County cost.


 Marvin J. Southard, D.S.W.

Director of Mental Health

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR —

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

AS REVISED

October 7, 2004

DAVID E. JANSSEN
CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

BY

Helen I. Sanyal
Oct 1 2004APPROVED (AS REVISED):
BOARD OF SUPERVISORS

19

BY

DEPUTY COUNTY CLERK

NO. 45

SEND 5 COPIES TO THE AUDITOR-CONTROLLER

ATTACHMENT V

CONTRACT NO. _____

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this _____ day of _____, 2004, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. DMH-_____ (hereafter "Agreement") or any subsequent amendments (hereafter collectively "Agreement") (if applicable); and

WHEREAS, effective on the date of Board approval, for Fiscal Year 2004-2005 and any subsequent fiscal years (if applicable), County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program is a Federal entitlement for children and youth who are Medicaid beneficiaries and provides specialty mental health services that maintain severely emotionally disturbed (SED) children and youth in the community and/or least restrictive setting. The State Department of Mental Health allocates State General Fund (SGF) to the County of Los Angeles – Department of Mental Health to provide local match dollars to Federal Financial Participation (FFP) Medi-Cal dollars used to fund full-scope Medi-Cal beneficiaries under 21 years of age; and

WHEREAS, for Fiscal Year 2004-2005 and any subsequent fiscal years (if applicable), County and Contractor intend to amend Agreement to add or decrease EPSDT-CGF Growth Match funds in the amount of \$ _____, EPSDT-FFP Medi-Cal funds in the amount of \$ _____, and EPSDT-SGF funds in the amount of \$ _____, for a combined total increase or decrease of \$ _____, to or from the Maximum Contract Amount (MCA) for the delivery of countywide, community-based children's mental health care services; and

WHEREAS, for Fiscal Year 2004-2005 and any subsequent fiscal years (if applicable), the MCA will be increased or decreased with a revised MCA of \$ _____; and

WHEREAS, for Fiscal Year 2004-2005 and any subsequent fiscal years (if applicable), County and Contractor intend to amend Agreement to add contract language in regards to Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76). (if applicable)

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraphs B (Reimbursement For Initial Period) and C (Reimbursement If Agreement Is Automatically Renewed) (if applicable) shall be deleted in its or their entirety and the following substituted therefor:

"B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____ DOLLARS (\$ _____) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 58 (NOTICES).

C. Reimbursement If Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____

_____ DOLLARS (\$ _____)

and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the First Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 58 (NOTICES).

- (2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____

DOLLARS (\$ _____) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance

which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Second Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 58 (NOTICES)."

2. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph K (Cash Flow Advance In Expectation Of Services/Activities To Be Rendered), Subsection(s) (1) and (2) (if applicable) shall be deleted in its/their entirety and the following substituted therefor:

"K. Cash Flow Advance In Expectation of Services/Activities To Be Rendered:

(1) Each month of each fiscal year not to exceed three (3) consecutive months, or portion thereof, that this Agreement is in effect, Contractor may request, separately for each month, in writing from County a monthly County General Fund Cash Flow Advance for

any funds which may be part of the Maximum Contract Amount for such fiscal year as identified on the Financial Summary Page. Contractor shall specify in their request the amount of the monthly Cash Flow Advance not to exceed \$ _____ per month and the total Cash Flow Advance for the three (3) months shall not exceed \$ _____. The Cash Flow Advance monthly amount is 1/12th of Maximum Contract Amount as identified on the Financial Summary Page, annualized Maximum Contract Amount if a partial year.

(2) A Contractor providing EPSDT Short-Doyle Medi-Cal services as part of this Agreement, may for two (2) additional consecutive months, or portion thereof, that this Agreement is in effect, request, separately for each month, in writing from County a monthly County General Fund Cash Flow Advance for any FFP and/or EPSDT-SGF funds designated for clients less than 21 years of age which may be part of the Maximum Contract Amount for such fiscal year as shown on the Financial Summary Page. Contractor shall specify in their request the amount of the monthly Cash Flow Advance not to exceed \$ _____ per month for each of the two (2) additional consecutive months and the total Cash Flow Advance for the two (2) additional consecutive months shall not exceed \$ _____."

3. Financial Summary - ____ for Fiscal Year 2004-2005 shall be deleted in its entirety and replaced with Financial Summary - ____ for Fiscal Year 2004-2005, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - ____ for Fiscal Year 2004-2005 shall be deemed amended to state "Financial Summary - ____ for Fiscal Year 2004-2005."
4. Financial Summary - __ for Fiscal Year 2005-2006 shall be deleted in its entirety and replaced with Financial Summary - __ for Fiscal Year 2005-2006, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - __ for Fiscal Year 2005-2006 shall be deemed amended to state "Financial Summary - __ for Fiscal Year 2005-2006." (if applicable)
5. Financial Summary - __ for Fiscal Year 2006-2007 shall be deleted in its entirety and replaced with Financial Summary - __ for Fiscal Year 2006-2007, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - __ for Fiscal Year 2006-2007 shall be deemed amended to state "Financial Summary - __ for Fiscal Year 2006-2007." (if applicable)
6. Paragraph 59 (CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R PART 76) shall be added to the Agreement:

"59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement." (if applicable)

7. Contractor shall provide services in accordance with the Contractor's Fiscal Year 2004-2005 Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.
8. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

Contractor Name:
 Legal Entity Number:
 Agreement Period:
 Fiscal Year:

DMH Legal Entity Agreement
 Attachment II Page 1 of 2
 The Financial Summary
 Amendment Number _____
 (If Applicable)

Categories		Maximum Funding Source Totals	
A. Allocations:			CR or NR
County General Fund (CGF)	1. EPSDT Baseline CGF Match	\$ -	
	2. SB 90 (AB 3632) Baseline CGF Match	\$ -	
	3. EPSDT Growth CGF Match	\$ -	
	4. Healthy Families CGF Match	\$ -	
	5. Non EPSDT - FFP CGF Match	\$ -	
	6. STOP CGF Match	\$ -	
	Sub-Total Categorical CGF	\$ -	
	7. Other CGF	\$ -	
	TOTAL CGF (1 through 7)	\$ -	
		\$ -	
TOTAL ALLOCATIONS (A)		\$ -	
B. Pass Through:			
FFP:	1. Healthy Families FFP	\$ -	
	2. Non EPSDT - FFP	\$ -	
	a. Medi-Cal Administrative Activities (MAA) FFP	\$ -	
	3. EPSDT - FFP	\$ -	
	TOTAL FFP	\$ -	
EPSDT - State General Fund (SGF)		\$ -	
SB 90/IDEA (AB 3632)		\$ -	
TOTAL PASS THROUGH (B)		\$ -	
Maximum Contract Amount/Net Program Budget (A+B):		\$ -	
C. Third Party:			
Medicare		\$ -	
Patient Fees		\$ -	
Insurance		\$ -	
Other		\$ -	
TOTAL THIRD PARTY (C)		\$ -	
Gross Program Budget (A+B+C):		\$ -	

Footnotes Section:

Contractor Name:
Legal Entity No:

Agreement Period:
Fiscal Year:

DMH Legal Entity Agreement
Attachment II Page 2 of 2
The Rate Summary
Amendment Number (If Applicable) _____

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb CR	Provider Numbers
A. 24-HOUR SERVICES						
Hospital Inpatient		05	10 - 18			
Hospital Administrative Day		05	19			
Psychiatric Health Facility (PHF)		05	20 - 29			
SNF Intensive		05	30 - 34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35			
	Beds 60 & over	05	35			
Patch for IMD		05	36 - 39			
Mentally Ill Offenders	Indigent	05	36 - 39			
	Regular	05	36 - 39			
IMD - Like		05	36 - 39			
IMD (W/Patch) Sub-Acute (60 days)		05	38			
Adult Crisis Residential		05	40 - 49			
Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
Semi - Supervised Living		05	80 - 84			
Independent Living		05	85 - 89			
MH Rehab Centers		05	90 - 94			
B. DAY SERVICES						
Vocational Services		10	30 - 39			
Socialization		10	40 - 49			
SNF Augmentation		10	60 - 69			
Day Treatment Intensive: Half Day		10	81-84			
Day Treatment Intensive: Full Day		10	85-89			
Day Rehabilitative : Half Day		10	91-94			
Day Rehabilitative : Full Day		10	95-99			
C. OUTPATIENT SERVICES						
Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09			
Mental Health Services		15	10 - 19 /30-59			
Therapeutic Behavioral Services (TBS)		15	58			
Medication Support		15	60 - 69			
Crisis Intervention		15	70 - 79			
D. OUTREACH SERVICES						
Mental Health Promotion		45	10 - 19			
Community Client Services		45	20 - 29			
E. SUPPORT SERVICES						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Flexible Funding (Cost Reimbursement)		60	64			
F. Medical Administrative Activities (MAA)						
MAA		55	01-35			

DMH Summary of Amendment Changes

LEGAL ENTITY NAME: _____

Contract No.: _____ Legal Entity No.: _____ Amendment No.: _____

LISTING OF FUNDING SOURCES

	Realignment/CGF				
		12	DCFS AB 3632 Family Preservation	24	PATH/McKinney
1	EPSDT Baseline CGF Match	13	DHS/ADPA (Sidekick)	25	AB 2994
2	SB 90 (AB 3632) Baseline CGF Match	14	DCFS Star View	26	AB 2034: Services
3	EPSDT Growth CGF Match	15	DPSS CalWORKs		AB 2034: Client Supportive Services
4	Healthy Families CGF Match	16	DPSS GROW	27	SAMHSA/AB 3015
5	Non EPSDT-FFP CGF Match	17	DHS Lamp		SAMHSA: Flex Funds
6	STOP CGF Match	18	DHS Social Model	28	State HIV/AIDS
7	Other CGF	19	DCFS STOP	29	SB 90 (AB 3632)
8	DHS/ADPA AB 2034	20	DCFS Hillview/Transitional Living	30	Healthy Families FFP
9	DHS/ADPA Dual Diagnosis	21	Probation Schiff-Cardenas	31	Non EPSDT-FFP
10	DCFS Family Preservation	22	DHS/ADPA Dual Diagnosis (BHS)	32	EPSDT-FFP
11	DCFS AB 1733 Child Abuse	23	DCFS THP	33	EPSDT-SGF

FUNDING SOURCE(S):

(Select from Funding Sources listed above.)

AMOUNT
Increase/Decrease

FISCAL YEAR

MCA

AMENDMENT ACTION(S):

BOARD ADOPTED DATE: _____

EFFECTIVE DATE: _____

New Headquarters Address:

Sup. Dist.: _____

Svc. Area: _____

ADD OR DELETE SERVICE SITE(S):

Name	Address	Sup. Dist.	Svc. Area	Prov. No.